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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

CANDY CASTRO, an individual; CANDY  
CASTRO on behalf of ISAAC CORDOVA, a  
Minor child;

Plaintiffs,

vs.

COSTCO WHOLESALE CORPORATION, a  
foreign corporation; DOES 1 through 25,  
inclusive; and ROE CORPORATIONS 1  
through 25, inclusive,

Defendants.

CASE NO. 2:22-cv-01318-JAD-VCF

**STIPULATED CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER**

Plaintiffs, CANDY CASTRO (hereinafter referred to as “Ms. Castro”) and ISAAC  
CORDOVA (hereinafter referred to as “Isaac”) (collectively referred to herein as “Plaintiffs”), by  
and through counsel, Patrick W. Kang, Esq., Kyle Tatum, Esq. and Tiffany S. Yang, Esq. of the law  
firm Kang & Associates and Michael N. Aisen, Esq. and Defendant, COSTCO WHOLESALE  
CORPORATION (hereinafter referred to as “Costco”) by and through counsel, Edgar Carranza,  
Esq. and Megan Wessel, Esq. of MESSNER REEVES, LLP, hereby stipulate as follows:

1 WHEREAS, Plaintiffs seek discovery of confidential, proprietary and trade secret  
2 documents and information from Costco regarding Costco's policies, practices and procedures  
3 ("Confidential Information");

4 WHEREAS, Costco requires protection against the unrestricted disclosure and use of such  
5 Confidential Information; and  
6

7 WHEREAS, the parties agree that good cause exists for the entry of the foregoing Stipulated  
8 Confidentiality Agreement and Protective Order;

9 THEREFORE, the parties hereby stipulate and agreed that:

10 1. This Stipulated Confidentiality Agreement and Protective Order (hereinafter referred  
11 to as "Confidentiality Agreement") shall govern all Confidential Information revealed in the above-  
12 referenced lawsuit, whether the Confidential Information is contained in documents produced,  
13 FRCP 26 disclosures, responses to requests for production, answers to interrogatories, deposition  
14 testimony, and/or any other oral or written responses to discovery conducted in this matter, whether  
15 it is revealed by Costco or any other party or third-party.  
16

17 2. A party shall designate and indicate that information is Confidential Information  
18 hereunder by producing a copy bearing a stamp or label signifying that it is "Confidential." In the  
19 case of testimony or any other oral information, it shall be sufficient for a party to state that the  
20 Confidential Information is confidential pursuant to this Agreement generally at the time such  
21 testimony or oral information is given or conveyed. Alternatively, a party may designate testimony  
22 as Confidential hereunder by marking the transcript containing Confidential Information with the  
23 word "Confidential" any time after the receipt of the final transcript of said testimony. In the event  
24 any party creates a computer database, disk, compact disk, drive, digital or other electronic record  
25 containing Confidential Information, the party creating such an electronic record shall mark the  
26  
27  
28

1 case or envelope containing the material with the word "Confidential." Documents printed from  
2 such electronic media shall be marked the same as documents originally produced on paper and  
3 shall be accorded the same status of confidentiality as the underlying Confidential Information from  
4 which they are made and shall be subject to all of the terms of this Agreement.

5           3. Confidential Information obtained by or produced to any party shall be held in  
6 confidence and revealed only to the named parties in the above-captioned matter, counsel of record,  
7 paralegals and secretarial employees under counsels' direct supervision, the parties themselves for  
8 purposes of deposition, the Court and court staff, court reporters, and such persons as are employed  
9 by the parties or their counsel to act as experts, investigators or consultants in this case. All  
10 Confidential Information must be maintained in counsels' office, with the exception of documents  
11 and/or information provided to individuals employed to act as experts in this case. The parties shall  
12 take all steps reasonably necessary to see that no person shall use, disclose, copy or record  
13 Confidential Information for any purpose other than the preparation or conduct of this case.

14           4. All Confidential Information shall be used solely for the purpose of maintaining the  
15 present litigation, including any trials, appeals or retrials, and not for any other purpose(s) or any  
16 other litigation. Under no circumstances shall Confidential Information be disclosed to anyone  
17 other than the persons designated above, and the parties shall not disclose such Confidential  
18 Information to any undesignated person during or after the termination of this litigation. Moreover,  
19 no Confidential Information shall be disclosed to a competitor (direct or indirect) of Costco,  
20 whether for the purposes of this litigation or otherwise.

21           5. Before any Confidential Information is disseminated or disclosed to any of the  
22 above-designated persons, such person shall (a) read this Confidentiality Agreement in its entirety;  
23 and, (b) agree to all provisions of this Confidentiality Agreement.

1           6. All depositions, pleadings, reports, notes, lists, memoranda, indices, compilations,  
2 electronically stored information, and records in which Confidential Information is discussed,  
3 documented or referred to shall themselves be deemed Confidential Information and shall be  
4 subject to this Agreement. Should a party use any Confidential Information in any pleading,  
5 motion or paper filed with the Court, that party shall, at the time of filing, request that the court  
6 impound and/or seal the specific portion of the pleading containing the Confidential Information.  
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8           7. Upon final termination of this litigation, each person subject to this Confidentiality  
9 Agreement shall return all Confidential Information to counsel for Costco within thirty (30) days  
10 after the final disposition of this matter. Documents that contain notations of counsel may be  
11 destroyed rather than returned, but it shall be the responsibility of counsel to ensure the documents  
12 are destroyed.  
13

14           8. The disclosure of any Confidential Information by Costco shall not serve to waive  
15 any of the protections provided by this Confidentiality Agreement with respect to any other  
16 Confidential Information.

17           9. No person who has received Confidential Information shall seek to vacate or  
18 otherwise modify this Agreement at any time. This Agreement shall not be abrogated, modified,  
19 amended, or enlarged except by stipulation and agreement of the parties or by the Court with notice  
20 given to each of the parties.  
21

22           10. Nothing in this Confidentiality Agreement shall restrict a party's right to object to  
23 the disclosure of documents or information otherwise objectionable, protected or privileged  
24 pursuant to the Federal Rules of Civil Procedure, applicable law, other than confidentiality, or to  
25 seek an agreement preventing disclosure or limiting the discovery of Confidential Information, or to  
26 seek an agreement preventing disclosure or limiting the discovery of information or material that is  
27

1 objectionable on other grounds, regardless of whether or not such material may also constitute  
2 Confidential Information pursuant to this Confidentiality Agreement. This parties shall take  
3 reasonable steps necessary to have the Court enter an order consistent with the terms of this  
4 Confidentiality Agreement.

5         11. Nothing contained herein shall restrict the presentation of any evidence, including  
6 Confidential Information, to an arbitrator, panel of arbitrators, jury or the Court at trial. However,  
7 such presentation shall not constitute a waiver of any restrictions provided for in this Order and the  
8 parties agree to take reasonable steps to maintain the confidentiality of any Confidential  
9 Information at the arbitration hearing and/or trial of this matter in such a manner and until such time  
10 as the Court may direct and/or as the parties may otherwise agree. Before any such presentation of  
11 Confidential Information, the receiving party shall provide Costco with appropriate notice so that  
12 Costco may have the opportunity to lodge appropriate objections or seek the Court's direction to  
13 prevent disclosure of the Confidential Information and/or move for appropriate confidential  
14 treatment of the materials at trial.

15         12. The terms of this Confidentiality Agreement shall remain fully active until released  
16 by written consent of Costco. The Court shall retain jurisdiction over the parties, this Agreement,  
17 and recipients of confidential documents, materials, and/or information for the sole purpose of  
18 enforcing this Agreement and adjudicating claims of breaches thereof and administering damages  
19 and other remedies related thereto. The provisions of this Agreement shall continue to be binding  
20 as to the confidential documents, materials, and/or information produced pursuant to it.

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1           13.     This Stipulation and Order may be executed in one or more counterparts, and  
2     facsimile signatures are deemed to constitute originals for purposes of this Stipulation.

3  
4     DATED this 30<sup>th</sup> day of January, 2023.

5                     DATED this 30<sup>th</sup> day of January, 2023.

6                     **MESSNER REEVES, LLP**

7                     **Kang and Associates**

8     By:     /s/ Edgar Carranza  
9             Edgar Carranza, Esq.  
10            Nevada Bar No. 5902  
11            Megan Wessel, Esq.  
12            Nevada Bar No. 14131  
13            8945 West Russell Road, Suite 300  
14            Las Vegas, Nevada 89148  
15            Attorney for Defendant  
16            COSTCO WHOLESALE  
17            CORPORATION

8     By:     /s/ Patrick Kang  
9             Patrick W. Kang, Esq.  
10            Nevada Bar No. 10381  
11            Kyle Tatum, Esq.  
12                     Nevada Bar No. 13264  
13            6420 Spring Mountain Rd, Suite 16  
14            Las Vegas, Nevada 89146  
15            and  
16            Michael N. Aisen, Esq.  
17            Nevada Bar No. 11036  
18            723 S. Third Street  
19            Las Vegas, Nevada 89101  
20            Attorneys for Plaintiffs  
21            CANDY CASTRO, individually and on  
22            behalf of ISAAC CORDOVA

23                     **IT IS SO ORDERED ...**

24                     DATED this 31 day of January, 2023.

25                       
26                     \_\_\_\_\_  
27                     District Court Judge